

SHD'S PACKAGE PROPOSAL RE ALL ISSUES

(EH & AHPU)

2/11

This proposal is a package. Parts of this proposal are presented here in summary format. Any additional required contract language capturing the concepts will be drafted when the concepts are agreed.

Duration

- The agreement (and in particular the insurance contributions below) will be applied retroactively to January 1, 2011 and will run until December 31, 2011.

Wages

- Maintain the existing 2010 salary schedule for 2011. (Employees eligible for step increases in 2011 under the current salary schedule will receive them as scheduled.)
- After the execution of this Agreement, if the Employer reaches any agreement with any other bargaining unit or non-represented employee(s) related to the 2011 COLA that includes any additional wages or benefits not contained in this Agreement, the same provision(s) shall be offered, retroactively where applicable, to the [APHU or EH] bargaining unit.

Insurance:

- Replace Section 8.3 with the following:

8.3. Payment of Insurance Premiums.

8.3.1 Medical Insurance.

- a) Effective January 1, 2011, the District will contribute the following percentages of the 2011 average medical insurance costs for employees and dependents:

Employees – 95%

Employee + Spouse – 90%

Employee + Child(ren) – 90%

Full Family – 85%

- b) The “average medical insurance” cost will be determined by computing the average cost of the medical plans offered by the District’s provider.

8.3.2 Dental, Vision and Basic Life/AD&D Insurance in 2011

- a) *[APHU]* Effective January 1, 2011, The District will contribute the following percentages of the 2011 average costs of the insurance package consisting of dental, vision and basic life (\$48,000 per employee) insurance for employees and dependents:

Employees – 95%

Employee + Dependent(s) – 90%

[or]

- a) *[EH]* Effective January 1, 2011, The District will contribute the following percentages of the 2011 average costs of the insurance package consisting of dental, vision and basic life (in the amount of the employee’s annual salary to a maximum of \$48,000 per employee) insurance for employees and dependents:

Employees – 95%

Employee + Dependent(s) – 90%

- b) The average cost of the dental, vision and basic life insurance package will be determined by computing the average cost of the dental plans available to the employee, and adding that average cost to the vision and basic life insurance premiums.
- c) In the event an employee budgeted at .50 FTE or greater opts out of the District’s medical insurance plan but still wishes to have dental/vision/basic life insurance, the District will pay the full cost of the employee’s dental/vision/basic life insurance, and if applicable, his/her dependents’ dental and vision coverage.

8.3.3 Employees are responsible for paying through payroll deduction the difference between the District’s contribution and the cost of the plan/options they choose.

8.3.4 Employees may, at their option and expense, purchase additional life and AD&D insurance coverage from the District’s provider according to the rates and terms set by the provider.

Language Issues:

- The District will add the position currently held by Anne Alfred to the EH bargaining unit. Jenny Donovan (Disease Intervention Specialist), Heidi Kandathil (Healthy Communities Specialist) and Ann-Gale Peterson (Health Educator) will be given the option of joining the APHU bargaining unit. If any/all choose to do so, the parties shall negotiate any integration issues that this move may create. If any of the employees elects not to join the union, the position she holds will remain unrepresented while she is in it, but will be added to the APHU unit if it is refilled at some point in the future. Neither party will pressure any employee in the exercise of her choice to join or not join the bargaining unit.

- The District will modify the Bargaining Unit description in Addendum A as follows:

The bargaining unit shall include all regular and trial service employees holding one of the following position classifications.

- The District shall revise the wage and hour provision of the contracts to reflect that the District shall count paid holiday hours as hours worked in determining an employee's eligibility for overtime. Other paid leave will not count as hours worked.

- Revise Section 12.6.5 as follows:

12.6.5 Family Leave shall be administered in accordance with the District's Family and Medical Leave Policy. The parties agree to negotiate any changes to the current policy as required by RCW 41.56.

- Revise Section 12.11 as follows:

12.11 Military Leave.

Pursuant to RCW 38.40 an employee will be allowed time off with pay for active training in the United States Armed Forces or Washington State National Guard. Military leave with pay is not to exceed 21 days per year, beginning October 1st and ending the following September 30th.

- Section 14.3 Reduction-in-Force:

- The contract language will be modified to provide that employees will be given two (2) business days following notice of a layoff to exercise their contractual right to bump another employee. The original day of notice shall not be counted towards the two business days.
- Employees who, following notice of their impending layoff, choose to resign their position with the District will be placed on the recall list as if they had been laid off.

- The parties agree that if, as part of a reduction in force, the District could combine part-time positions in a way that would preserve FTE for a more senior employee, it will meet with the Union to discuss such options before finalizing its layoff plan.
- Revise Section 19.1 of the APHU agreement as follows:

19.1.1 Safety Committee.

The parties mutually agree to participate in and support the work of the District's Safety Committee. Annually, the bargaining unit may elect up to two (2) members to serve on the Safety Committee. The parties further agree to support an agenda for the Committee, which includes facility safety and field staff safety.

- Delete Section 19.3 of the APHU agreement.
- With approval of the manager, the District shall permit bargaining unit members to use accrued floating holidays after announcing their departure from the District in accord with its policy for non-represented staff.
- The parties will execute the attached MOU memorializing their ongoing agreements regarding the WIC Certifier positions.
- The parties shall incorporate into the contract the current EH MOU language regarding Section 10.2.